

# WAUKESHA COUNTY, WISCONSIN



## *Environmental Consulting Services*

### REQUEST FOR PROPOSAL #0506

Dated: November 8, 2004

KEY PROPOSAL DATES	
Questions Due:	November 16, 2004
Contact Name	Karen Schupmann
Contact E-mail	<a href="mailto:kschupmann@waukeshacounty.gov">kschupmann@waukeshacounty.gov</a>
Contact Fax	262-548-7668
Pre-Proposal Conference	N/A
Job Site Tour	N/A
Submission of Proposals	November 30, 2004

WAUKESHA COUNTY  
PURCHASING DIVISION  
1320 PEWAUKEE ROAD  
WAUKESHA, WI 53188

**REQUEST FOR PROPOSAL – 0506 - Environmental Consulting Services**

**Submission Requirements:**

This RFP is issued on behalf of Waukesha County by the Purchasing Division, which is the sole point of contact during the procurement process.

**Sealed proposals for furnishing services as specified below will be received in the Office of the Waukesha County Purchasing Division, 1320 Pewaukee Road, Room 370, Waukesha, WI 53188 no later than 2:00 p.m. on November 30, 2004**

**ALL PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL BE REJECTED**

**PROPOSAL SUBMISSION:**

**One (1) original and six (6) copies of the technical proposal, and one original and one copy of the cost/ financial proposal are to be submitted in SEPARATE SEALED ENVELOPES to the Waukesha County Purchasing Division no later than 2:00 p.m. November 30, 2004.**

**The two separate proposal envelopes must be identified in the lower left corner as follows:**

**Technical Proposal for 0506 - Environmental Consulting Services**

**OPENING DATE: November 30, 2004**

**Cost Proposal for 0506 - Environmental Consulting Services**

**OPENING DATE: November 30, 2004**

Any Proposal received in an envelope not properly and clearly marked as specified above may result in the proposal being rejected. **It is the vendor's responsibility to comply with the above in order to assure its inclusion at the proposal opening.**

**FAX RESPONSES WILL NOT BE ACCEPTED - ALL FAXES RECEIVED WILL BE REJECTED.**

**Proposals will be opened and the name of the respondents read at the time indicated. Details of each proposal, including proposed fees, shall not be announced at the time of opening. Such information shall be made public after all negotiations are completed and an award made.**

**All proposals received in response to this request will become the property of the County and will not be returned to the respondents.**

**NOTE: THIS PAGE IS TO BE COMPLETED ONLY IF YOUR FIRM IS NOT RESPONDING TO THIS RFP**

**RFP 0506**

In order to assist the Purchasing Division of Waukesha County in evaluating and improving our solicitation process, we are asking that you complete this form and return it to **Karen Schupmann** via fax (262.548.7668) or e-mail **kschupmann@waukeshacounty.gov**. If we do not receive this form by the opening date of the Bid/RFP, we will assume that you can no longer supply this commodity/service and your name will be removed from our vendor list for this item.

- \_\_\_\_\_ 1. The terms and conditions of the Request for Bid/Proposal document were restrictive. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 2. We did not feel we could be competitive.
- \_\_\_\_\_ 3. We could not submit a Bid/Proposal because of the marketing or franchising policies of the company.
- \_\_\_\_\_ 4. We do not furnish the items/services requested in the Request for Bid/Proposal.
- \_\_\_\_\_ 5. Insufficient time to respond.
- \_\_\_\_\_ 6. We could not meet your required delivery/time schedule.
- \_\_\_\_\_ 7. We did not have sufficient staffing at the time.
- \_\_\_\_\_ 8. We did not receive subject Invitation to Bid/Request for Proposal.
- \_\_\_\_\_ 9. Please remove our name from this category in the vendor list.
- \_\_\_\_\_ 10. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME DATE

\_\_\_\_\_  
SIGNATURE PHONE

\_\_\_\_\_  
COMPANY NAME FAX

**Purchasing Division**  
1320 Pewaukee Road, Room 370  
Waukesha, Wisconsin 53188-2473  
www.waukeshacounty.gov  
Phone: (262) 548-7888  
Fax: (262) 548-7668

## PROPOSAL SUBMISSION REQUIREMENTS

- A. CLARIFICATIONS** - If additional information is needed to interpret the specifications/requirements, WRITTEN QUESTIONS MUST BE RECEIVED NO LATER THAN THE TIME/DATE AND ADDRESSED TO THE PERSON NOTED ON THE COVER PAGE.

No information provided verbally, or by any other personnel, will be considered binding. All respondents should use this written document and its attachments as the sole basis for proposal at this time.

Additionally, the County prohibits communication initiated by the respondent to any County official, representative from another entity or employee evaluating or considering the proposals, prior to the time a decision has been made.

- B. CONTENTS OF PROPOSAL** - All attachments, additional pages, addenda or explanations supplied by the vendor with this proposal will be considered as part of the proposal response.

If an oral presentation/interview is required of selected finalists, it shall be at the respondent's expense. However, an award may be made without discussion with the respondents. Therefore, respondents are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint. Unnecessarily elaborate brochures or other presentations beyond that required to present a complete and effective proposal are not desired.

- C. NONCONFORMING TERMS & CONDITIONS** - A response that includes contractual terms and conditions that do not conform to the contractual terms and conditions in the RFP document is subject to rejection as nonresponsive. Waukesha County reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its response or negotiate changes to the contractual requirements prior to making a determination of responsiveness.

- D. ALTERNATE PROPOSALS** - An alternate proposal is viewed by the County as a proposal describing an approach to accomplishing the requirements, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same respondent, which differs in some degree from its prime proposal.

The County may consider or reject any or all alternate proposals submitted.

- E. RESERVATIONS** - This RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The Purchasing Division reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of Waukesha County to do so.

- F. NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS** - No official or employee on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract. No official or employee of the evaluation committee shall exercise any undue influence in the awarding of the proposal or contract.

**G. AMENDMENT OF PROPOSALS -**

- a) **By County:** Proposals may be amended by the Purchasing Division in response to need for further clarification, specifications and/or requirements changes, new opening date, etc. Amendments will be posted to the Waukesha County purchasing website, at [www.waukeshacounty.gov](http://www.waukeshacounty.gov) - Vendor Services. **It is the responsibility of prospective vendors to check this website for any future amendments, questions, revisions, etc., prior to the opening date and return with the response. RFP's that do not return amendments may be rejected.**

If you are unable to access the Internet, contact the buyer listed within the RFP to request paper copies.

- b) **By Vendor:** Proposals may only be amended after receipt by the Purchasing Division by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by the Purchasing Division.

**H. WITHDRAWAL OF PROPOSALS -** Proposals may be withdrawn only in total, and only by a written request to the Purchasing Division prior to the time and date scheduled for opening of proposals.

**I. OTHER CONSIDERATIONS -** Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency and financial capacity of vendor, ability to render satisfactory service and past performance will be considered in determining status as a responsible vendor. The County reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the respondent as deemed appropriate.

**J. RFP TABULATIONS -** RFP Tabulations are available to the public after contract award, approximately 60-90 days from the date of opening. RFP Tabulations can be found at [www.waukeshacounty.gov](http://www.waukeshacounty.gov) - Vendor Services, Bid/RFP Results. If you are unable to access the Internet, you may e-mail [purchasing@waukeshacounty.gov](mailto:purchasing@waukeshacounty.gov) for a hard copy. Copies are 15 cents per page plus postage costs if applicable.

## **CONTRACTUAL REQUIREMENTS**

1. **INSURANCE** - All proposals must include either a description of respondent's insurance or a certificate of insurance outlining respondent's insurance policies which evidence compliance with the requirements contained herein. Successful respondent shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the County. Such insurance shall be primary. Prior to execution of the written contract, the successful respondent shall furnish the County with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty - (30) days advance notice of cancellation or nonrenewal during the term of the agreement.

Failure to submit an insurance certificate, as required, can make the contract voidable at the County's discretion. Additionally, the Contractor shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by Waukesha County.

2. **APPLICABLE LAW** - Any law suits related to or arising out of disputes under this agreement shall be commenced and tried in the Circuit Court of Waukesha County, Wisconsin and Waukesha County and successful respondent shall submit to the jurisdiction of the Circuit Court for such lawsuits.
3. **NONDISCRIMINATION** - In connection with the performance of work under this agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.
4. **ASSIGNMENT OR SUBCONTRACT** - This contract may not be assigned or subcontracted by the successful respondent without the written consent of the Purchasing Division.
5. **INDEPENDENT CONTRACTOR STATUS** - The Contractor agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.
6. **AMENDMENTS TO CONTRACT** - This contract may be modified only by written amendment to the contract, signed by both parties.
7. **MULTI-YEAR CONTRACTS** – Continuation beyond 12/31 of any year is contingent upon the appropriation of funds by the Waukesha County Board of Supervisors.
8. **WAIVER** - One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.
9. **AUDITOR ACCESS** - In the event that WAUKESHA COUNTY deems it necessary to conduct an audit or inspection, Contractor shall, during normal business hours, furnish or make available at a time designated by WAUKESHA COUNTY and in the form required by WAUKESHA COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in Contractor's custody or control.

Contractor shall provide WAUKESHA COUNTY inspectors or auditors access to all property, equipment and facilities in Contractor's custody or control. Contractor shall be expected to provide, at Contractor's expense, reasonable time by Contractor's personnel as may be required for WAUKESHA COUNTY inspectors or auditors to perform the inspection or audit.

Any information provided to the auditors, which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public.

10. **INDEMNIFICATION AND DEFENSE OF SUITS** - The successful respondent agrees to indemnify, hold harmless, and defend Waukesha County, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the successful respondent, its employees, agents or subcontractors.
11. **FORCE MAJEURE.** If the performance of any part of this Contract by either party is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the party who has been so affected shall immediately give notice to the other party of the nature of such conditions and the extent of delay and shall do everything possible to resume performance. Upon receipt and acceptance of such notice, all obligations under this Contract shall immediately be suspended. If the period of nonperformance exceeds twenty-one (21) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may by giving written notice, terminate this Contract.
12. **TERMINATION OF CONTRACT FOR CAUSE** - If through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, Waukesha County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Contractor under this contract shall, at the option of Waukesha County, become the property of Waukesha County.

Notwithstanding the above, the Contractor shall not be relieved of liability to Waukesha County for damages sustained by Waukesha County by virtue of any breach of the contract by the Contractor, and Waukesha County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to Waukesha County from the Contractor is determined.
13. **CONTRACT** - The successful respondent will be required to enter into a formal contract with the County. Any agreement or contract resulting from the acceptance of the proposal shall be on forms supplied by the County.

## **RFP #0506 - Environmental Consulting Services**

### **I. INTRODUCTION**

The Waukesha County Departments of Public Works and Parks and Land Use would like to pre-qualify three (3) consultants to provide environmental consulting services on an "as needed" basis. The environmental services shall be conducted under the direction of an experienced Project Manager, Environmental Engineer, or Hydrogeologist, and reviewed by a Professional Engineer, if necessary.

Waukesha County is the third most populous county with the second largest tax base in the State of Wisconsin. It is located immediately west of Milwaukee County. Waukesha County encompasses approximately 576 square miles of suburban and rural communities, has a population of approximately 345,000, and employs more than 1,500 people. The County is one of the fastest growing counties in Wisconsin both in population and in business expansion. The major services provided by the County include administration, health and community support, justice and law enforcement, natural resource-based recreation, planning and zoning, and road and public building construction and maintenance.

### **II. BACKGROUND**

Waukesha County departments require the services of a qualified environmental services vendor to assist in various types of projects throughout the year. The scope of work varies. Some requests involve environmental assessments for the sale, purchase, or trade of property, e.g., foreclosure actions, dedications, right-of-way acquisitions, etc. From time to time consulting services are needed on an emergency basis as when environmental concerns are discovered during road or building construction. The County also has an occasional need for environmental compliance assistance in such areas as lake dredging and wastewater discharge permitting, SPCC plans and storage tank management. During 2001 through 2004 sixteen (16) projects were authorized by various departments accounting for expenditures of approximately \$30,000 per year in consulting fees. The County recently negotiated a separate master contract for asbestos consulting services.

### **III. EXPECTATION**

This RFP process will result in the pre-qualification of three vendors to provide consulting services on an as needed basis. Waukesha County will rotate the Phase I Environmental Site Assessment services amongst the three pre-qualified vendors. However, for Phase II Environmental Site Assessments, the County will request a proposal from the three pre-qualified vendors that includes an approach to the problem, scope of work, schedule and estimated cost to complete the project. Waukesha County will identify its selection criteria in each proposal request. Access to affected buildings or properties should be arranged with the Waukesha County contact person, if necessary.

Invoices identified by project name and/or number should be sent to the county contact for approval. Waukesha County reserves the right to award to the next lowest consultant if the first consultant is unable to meet schedule, specialized expertise, or other appropriate project constraints.

The Waukesha County contact will be the Hazardous Materials Coordinator. Complete contact information will be provided to the three (3) successful vendors via the contract.

### **IV. SCOPE OF WORK**

#### **A. PHASE I ENVIRONMENTAL SITE ASSESSMENT SERVICES**

The Phase I Environmental Site Assessment will be performed in general accordance with the standard practice for environmental site assessment: Phase I Environmental Site

Assessment Process, ASTM Procedure E 1527-00 (or the most current version). Additional sampling and analysis beyond the scope of these standards may be required such as for radon, mercury and/or PCBs. Three (3) copies of the final report shall be provided to the County (one in Microsoft WORD electronic format).

- B. **PHASE II ENVIRONMENTAL SITE ASSESSMENT SERVICES**  
The purpose of the limited Phase II Environmental Site Assessment is to establish whether or not a release of one or more petroleum products or hazardous substances/materials has occurred on a site.
- C. **ENVIRONMENTAL SITE INVESTIGATION SERVICES**  
Environmental Site Investigations will be performed in accordance with Wisconsin Administrative Code NR 716 "Site Investigations". The investigation shall define the nature, degree and extent of contamination, define the source or sources of contamination, and determine whether any interim actions, remedial actions, or both are necessary at a site.
- D. **REGULATORY ASSISTANCE**  
Upon request, the successful consultants will assist the County in interpreting the impact of environmental regulations on county operations, and/or provide compliance planning, budgeting and monitoring services.
- E. **CONTAMINATED SOIL EXCAVATION AND DISPOSAL OVERSIGHT**  
During the design phase of road construction projects any areas of contaminated soil are delineated and quantified. The successful consultants may be requested to provide field oversight services during the excavation, hauling and disposal of these impacted materials.
- F. **STORAGE TANK REMOVALS AND REMEDIATION**  
Projects may include the need for underground storage tank removal and closure services, as well as leaking underground storage tank remediation services at sites that are eligible for Petroleum Environmental Clean-up Fund Act (PECFA) cost reimbursement and those that are not.
- G. **BUSINESS CONTINUITY SERVICES**  
Waukesha County has a Business Continuity plan in place that deals with an emergency situation resulting from events such as tornadoes, floods, fire, and computer outages, which may require immediate supply of commodities and services to Waukesha County. If your firm is capable and willing to supply your services during an emergency, we would be interested in receiving further information as to the assistance you can provide.

## V. CLARIFICATION

Any questions concerning this RFP must be submitted in writing by 2:00 p.m. on November 16, 2004 to

Waukesha County Department of Administration  
Purchasing Division  
Attn: Karen Schupmann  
1320 Pewaukee Road, Room 370  
Waukesha, WI 53188

Questions may also be submitted by fax to 262/548-7668 or e-mail ([kschupmann@waukeshacounty.gov](mailto:kschupmann@waukeshacounty.gov)). Questions submitted must be marked "Questions for RFP 0506 – Environmental Consulting Services."

The County shall not be responsible for oral interpretations given by any County employees, representatives, or others. All proposals shall use this written document and its attachments as the sole

basis for the proposal at this time. The issuance of a written amendment is the only official method whereby interpretation, clarification or other additional information can be given.

Amendments will be posted to the Waukesha County Purchasing website, at [www.waukeshacounty.gov](http://www.waukeshacounty.gov) - VENDOR SERVICES. It is the responsibility of prospective proposers to check this website for any future amendments, questions, revisions, etc., prior to the opening date and return with the response. RFP's that do not return amendments may be rejected.

If you are unable to access the Internet, contact the buyer listed within the RFP to request paper copies.

## VI. VENDOR RESPONSIBILITY

- A. Vendor shall follow all applicable environmental laws and regulations necessary to perform services, including but not limited to the following: OSHA, TSCA, RCRA, CERCLA, and those applicable chapters of the Administrative Code administered by the Departments of Commerce and Natural Resources.
- B. Vendor/firm shall have a minimum of five (5) years experience in each of the requested service categories (A through F).
- C. Vendor shall own or have access to all equipment and instrumentation required for work performed under the contract and that equipment and instrumentation shall be available for the duration of the contract.
- D. Vendor shall hold all applicable licenses, certifications and permits necessary to perform all services pertaining to this RFP including holding a current designation as a Registered Petroleum Environmental Clean-up Fund Act (PECFA) Consulting Firm. Copies of licenses shall be provided to Waukesha County with the response submission. Copies of all updated/renewed licenses, certifications and permits shall be provided throughout the term of the contract.
- E. All employees of the vendor shall have knowledge and experience including all applicable current licenses, certifications, and permits necessary to perform assigned duties.
- F. Any employee of the vendor, who in the opinion of Waukesha County is incompetent or whose conduct becomes detrimental to the work and safety, shall be immediately removed from the project. If the dismissal occurs within the first stage of the project, there will be no cost incurred by the County. It will be the option of the County to negotiate a reduction in costs should a delay occur due to this dismissal.

## VII. AWARD

Award will be made to three respondents/firms who score the highest on the evaluation criteria as it relates to the overall needs of Waukesha County. Award may be made with or without any optional requested services, as determined solely by Waukesha County.

## VIII. TERM OF AGREEMENT

This contract will be effective upon commencement through December 31, 2005. Waukesha County may elect to negotiate contract extensions for up to two (2) additional periods of one (1) year each upon mutual consent.

The extension(s) will be subject to escalation/de-escalation, and may not increase more than the Consumer Price Index-Urban (CPI-U-Milwaukee Urban), or 3% of the previous year's cost, **whichever is lower**. Notification of any requested increase is required in writing to Waukesha County from the Contractor 90 days prior to expiration.

De-Escalation: Any decreases to contractor's costs should be reflected in the pricing for extensions to this agreement.

Continuation beyond 12/31 of any given year is contingent upon appropriation of funds by the appropriate Federal, State and County Officials.

## IX. FORMAT OF PROPOSAL RESPONSE

Proposer shall be required to submit one (1) original technical proposal, unbound, clearly marked and identified as such, and six (6) copies of their technical proposal no later than 2:00 p.m. C.S.T. on November 30, 2004, to:

**Waukesha County Department of Administration  
Purchasing Division  
1320 Pewaukee Road, Room 370  
Waukesha, WI 53188**

Proposals should be identified in the lower left corners as follows: Technical Proposal – RFP 0506 Environmental Consulting Services.

**The proposal response must not contain any cost information.**

Each copy of the proposer's response shall be separate and apart from other copies, bound and identified in such a manner as to specifically identify the entire response as a complete entity.

**All respondents are required to present proposals in a standardized format to ensure comparability. The County reserves the right to reject any proposal not formatted as requested.**

All respondents should use this written document and its attachments as the sole basis for proposal at this time.

Proposers must respond to each component in the order and form presented. Each response must identify the heading and must respond entirely to each segment without reference to any other part of the proposal.

The format is presented below along with the minimum information that should be contained in each section. The responses should emphasize services and experience, which most closely match those requested by Waukesha County. While the proposer should provide enough information to fully respond to each section, proposals should be as concise as possible.

- A. Table of Contents: Include a clear identification of the material by section and by page number.
- B. Letter of Transmittal: Limited to one or two pages. Briefly state the respondent's understanding of the services as defined in the RFP.
- C. Firm Experience:  
Describe your organization, its size, services offered, number of years in business, and legal status (corporation or partnership, etc.). Include the major kinds of projects or areas of expertise your firm's local office has been involved in for the past five (5) years.

Describe three (3) of your firm's projects where one or more aspects of the services requested in this RFP were performed. It is highly desirable that at least one reflects experience with government entities or non-profit organizations. Describe instances where cost-effective and/or innovative strategies were used to solve project problems. Include only completed projects and dates of performance. Identify the individual(s) in your firm responsible for managing the project. Note the areas of participation, if any, of the personnel who will be assigned to the Waukesha County project.

Provide the name of firm, contact person, title, address and telephone number of three clients who may be contacted as a reference for each project.  
Through narrative means, show reasons why your firm believes it is qualified to undertake the project.

D. Firm's Staff Experience:

List the name, title, experience and qualifications of the individual(s) who will actually be involved in each of the service categories (A through F) requested in Section IV. Scope of Work. Indicate the individual(s) role on similar projects and in what capacity they would serve on this project.

**The hourly rates of the project team assigned to Waukesha County should be submitted with the cost proposal. Do not submit them within the technical proposal,**

E. Sub-Consultants to be Used on the Project:

Indicate the names, of any sub-consultants or associates to be used to complete the project. State the capacity they would be used in and the approximate percentage of total services they would provide. Briefly describe their experience.

Describe the laboratory services, typical turnaround time for results and who will be providing the services (in-house or outside agency) for the contract period. In the same manner, describe your process for selecting a drilling contractor.

**The hourly rates of any sub-consultants and a laboratory fee schedule should be submitted with the cost proposal. Do not submit them within the technical proposal,**

If Sub-Consultants are used, Waukesha County will consider the proposing vendor to be the Prime Consultant and to be solely responsible in all contractual matters, including payment if any and all charges resulting from such Consultant-Sub-Consultant arrangements.

The prime Consultant will be fully responsible for the acts, errors and omissions of the Sub-Consultants. The successful respondent shall cause appropriate provision of its proposal to be inserted in all subcontracts to ensure fulfillment of all contractual provisions by Sub-Consultants.

F. Service Enhancements:

Based upon information in this proposal, describe any enhancements or technology, not previously mentioned that your firm offers which would improve project management efficiencies for the County. Specific questions to answer would be:

1. What is your service coverage for Waukesha County? Would you be willing to commit to a specific response time window for emergency calls? What would it be?
2. What version of CAD software do you use? What are your electronic capabilities for draft documents, e-mail, cell phones, secured client web page, etc?
3. How would you suggest that we work together to improve the ongoing administration of this contract should your firm be selected?
4. How have you handled disputes or disagreements over services provided in the past? What would you propose for this project?

G. Additional Information:

Provide an example of an Environmental Site Investigation Report (Scope of Work, Item C) that reflects services provided along with a description of typical turnaround times for report completion after data gathering is complete. Include any additional information that you believe should be considered in evaluating this proposal.

H. Exceptions:

Any desired exception to the terms and conditions of the RFP must be addressed to the specific RFP paragraph where a conflict exists. The respondent's wholly substituting their agreement will not be considered by Waukesha County.

If exceptions are taken, cite the paragraph involved, the exception taken, and state alternate language acceptable to the respondent. Alternative language is subject to negotiation and/or approval.

I. Cost:

Respondent shall include a schedule of fees for professional services (firm fixed cost) including billing rates for the members of the project team. Respondent shall include drilling costs for direct push and hollow stem auger methods. Also include a laboratory fee schedule for those analyses typically associated with the investigation of petroleum product contamination in soil and groundwater to be fixed prices for the year 2005. Please submit these items as the separate cost proposal (see below).

One (1) original and (1) copy of the cost proposal must be submitted in a separate sealed envelope no later than 2:00 p.m. CST on November 30, 2004 to:

**Waukesha County Department of Administration  
Purchasing Division  
1320 Pewaukee Road, Room 370  
Waukesha, WI 53188**

It must be identified in the lower left corner as follows: Cost Proposal – RFP #0506 Environmental Consulting Services.

X. SIGNATURE OF PROPOSER

The proposal shall be signed by an official authorized to bind the respondent and should contain a statement to the effect that the proposal is valid for a period of not less than 90 days after the closing date.

XI. PROPOSAL EVALUATION AND SELECTION CRITERIA

The evaluation and selection of proposals shall be in accordance with the criteria stated below and shall be based on the information called for in this RFP and in oral presentations (if requested). Award can be made without discussion with respondents; therefore, respondents are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint. Proposal shall be reviewed by a selected workgroup.

a) Experience and qualifications of your firm in providing services for projects of a similar nature.	<u>20%</u>
b) Experience, qualifications and relevant training of assigned staff for provision of the services required.	<u>30%</u>
c) Completeness of the proposal, responsiveness, including a clear understanding of project scope and any new (best) approach/methodology.	<u>25%</u>
d) Cost	<u>25%</u>
Total	100%

XII. INTERVIEW

The evaluation **may** include an interview with Waukesha County of selected finalists at the consultant's expense.

The selected finalists will be notified of the date and time of the interview. The interview will be separated into the following parts:

- a) Set up time ..... 5% of the time
- b) Consultant Presentation ..... 30% of the time
- c) Questions and answers ..... 65% of the time

### XIII. INSURANCE

Awarded vendor agrees that it will at all times during the term of this agreement, keep in force and effect, insurance policies as outlined below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the County. Such insurance shall be primary. Upon execution of this agreement, Consultant shall furnish the County with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference this contract. The County shall be given thirty -(30) days advance notice of cancellation or non-renewal of insurance during the term of the contract.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE** – Workers' compensation insurance providing statutory worker's compensation benefits and employer's liability with a limit not less than \$100,000 for each accident. Consultant shall require subcontractors not protected under its insurance to take out and maintain such insurance.

**COMMERCIAL GENERAL LIABILITY INSURANCE** - Policy shall provide coverage for premises and operations, products and completed operations, blanket contractual, personal injury and fire damage. Limits of liability not less than \$1,000,000 each occurrence and aggregate.

Upon execution of this agreement, the Contractor shall furnish the County with a Certificate of Insurance referencing this contract. Waukesha County, its officers, agents and employees must be named as additional insured on the general liability policy and listed as such on the certificate of insurance.

**AUTOMOBILE LIABILITY** - Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limit of liability not less than \$500,000 combined single limit.

**PROFESSIONAL LIABILITY/ERRORS OR OMISSIONS INSURANCE** – Policy shall provide liability coverage for damages arising out of the negligent acts, errors, or omissions of the Consultant in the conduct of their work. Policy shall indicate asbestos/lead/pollution coverage with limits of liability not less than \$1,000,000 each occurrence and aggregate.

**POLLUTION LIABILITY INSURANCE** – Policy shall provide pollution liability/environmental impairment coverage for sudden and non-sudden occurrences causing injuries/damages (including environmental restoration) arising out of the negligent acts, errors, or omissions of the Consultant. Limits of liability not less than \$1,000,000 each occurrence/claim, \$1,000,000 aggregate.

Consultants transporting hazardous waste on behalf of the County shall show evidence of an MCS-90 filing. If such transportation is subcontracted, Consultant shall obtain such evidence from the subcontractor and submit a copy of such filing to the County.

Consultants arranging for the treatment or disposal of hazardous waste on behalf of the County shall identify the treatment and disposal facility to the County prior to utilizing the facility. The selected treatment or disposal facility shall be appropriately licensed and permitted to store and dispose of waste, materials, or substances.

Consultants arranging for laboratory analysis of soil/water or other substance on behalf of the County shall only use a laboratory certified by the Wisconsin Department of Natural Resources to conduct such analysis.

Consultants acknowledges that in the course of performing the services required by this contract that its employees may be exposed to various toxic or dangerous wastes and chemical substances, which could cause injury, illness or death. Consultants agree to waive any right to seek compensation for County for expenses incurred as a result of exposure to any toxic or dangerous substance. The Consultants agree that the indemnification/hold harmless provisions within this contract extend to any claims brought by or on behalf of any employee of the Consultant.

**Deductibles and Self-Insured Retentions** – Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the County. At the option of the County, either the Consultant shall reduce or eliminate such deductibles or SIRs or procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Consultant understands that any and all deductibles and SIRs shall be assumed by and be for the account of, and at the sole risk of the Consultant.

**Claims-Made Coverage** – For claims-made coverage, the retroactive date of coverage for policies in force during this agreement shall be no later than the inception date of this agreement unless the policy in force at the inception date of this agreement is extended indefinitely to cover all acts. Coverage shall be extended beyond this agreement and policy year either by a supplemental extended reporting period for at least two (2) years after work has been completed and accepted with no less coverage or by providing a retroactive date no later than the inception date of this agreement for any policy issued within two (2) years after work has been completed and accepted. The retroactive data shall be stated on the Certificate of Insurance.

#### XIV. RIGHT TO REJECT

This request does not commit Waukesha County to award any contract nor to pay any costs incurred in the submission of a proposal, or costs incurred in making necessary studies or designs for preparation thereof.

The County reserves the right, in its sole discretion, to reject any or all responses, issue addenda, request clarification, alter the nature and/or scope of the proposed study, enter into various states of procurement, and/or discontinue this process.

**NOTE: This is a request for proposal, not a bid; therefore Waukesha County is not bound to accept the lowest cost for professional services.**

#### XV. TIMETABLE

Waukesha County has tentatively identified the following schedule:

Release RFP	November 8, 2004
Questions Due	November 16, 2004
Reponses Due	November 30, 2004 at 2:00 p.m.
Interviews (if necessary)	Week of December 13, 2004
Approval and Contract Execution	December 27, 2004

**COST PROPOSAL/SIGNATURE PAGE**  
**PROPOSAL NO. 0506**

The submission of a proposal shall be considered as a representation that the proposer has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of the contract.

The proper submission of this form by the proposer will be considered as the proposer's offer to enter into a contract in accordance with the provisions herein set forth.

If your proposal is accepted and a contract issued, then this Request for Proposal and all documents attached hereto including any amendments, the Consultant's technical and price proposals and any other written offers/clarifications made by the Consultant and accepted by the County, will be incorporated into the entire contract between the County and your firm, and it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be deemed to exist or bind any of the parties hereto.

Acceptance will take place only upon award by the Department of Administration, execution of this document by the proper County officials, and delivery of the fully executed contract to the Consultant. Acceptance may be revoked at any time prior to delivery of the fully executed contract to the successful vendor. The contract may be amended only by written agreement by the Consultant and Waukesha County.

**CONTRACTOR (To be signed by the person authorized to legally bind your firm to this contract)**

All proposal conditions and prices submitted shall remain firm for 90 calendar days following opening.

Proposer's Firm \_\_\_\_\_ Telephone No. (    ) \_\_\_\_\_

Address \_\_\_\_\_ Fax No. (    ) \_\_\_\_\_

City & State \_\_\_\_\_

BY: \_\_\_\_\_ NAME: \_\_\_\_\_  
**(Manual Signature Required)** **(Typed or Printed)**

E-Mail Address \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

Witness: Witness to Proposer's Authorized Signature

\_\_\_\_\_  
**(Manual Signature Required)** DATE: \_\_\_\_\_

\_\_\_\_\_  
**(Name of Witness Typed or Printed)**

## COST SHEET

All costs listed below are to be fixed prices for the year 2005.

### 1. Professional Services

#### Consulting Firm's Fee Schedule:

Respondent shall include a general schedule of fees for professional services (firm fixed cost) as well as billing rates for the members of the project team. Fee Schedule should at a minimum include the following staff rates:

Principal	\$_____/hour
Project Manager	\$_____/hour
Hydrogeologist	\$_____/hour
Geologist	\$_____/hour
Field Technician	\$_____/hour
Administrative Staff	\$_____/hour
CAD Technician	\$_____/hour

### 2. Other Services and Equipment

**Drilling Services Fee Schedule:** Assume the project involves normal vehicle access and soil conditions as well as a level site.

#### Direct Push Soil Borings

Mobilization	\$_____ (lump sum)
Drill Rig	\$_____/foot
2" Monitoring Well Construction	\$_____/foot
Decontamination	\$_____ (lump sum)
Disposal of Soil Cuttings (assume soil contaminated with a petroleum product acceptable to a landfill for bioremediation)	\$_____/55-gallon drum

#### Hollow Stem Auger Soil Borings

Mobilization	\$_____ (lump sum)
Drill Rig	\$_____/foot
2" Monitoring Well Construction	\$_____/foot
Decontamination	\$_____ (lump sum)
Disposal of Soil Cuttings (assume soil contaminated with a petroleum product at a level acceptable to a landfill for bioremediation)	\$_____/55-gallon drum

**Photoionization Detector** \$\_\_\_\_\_/day

#### Laboratory Services Fee Schedule:

Respondent shall include a schedule of fees for laboratory services for those analyses typically associated with investigation of a release of a petroleum product (unleaded gasoline, leaded gasoline, diesel and waste oil) into soil and groundwater. The fee schedule should also include costs to analyze samples from private water supply wells for contaminants associated with a petroleum product release. Please include a multiplier for rush service.

**Type of Test**

**Cost**

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**Other Services**

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